

South Hamilton CSD

South Hamilton EA

7/1/2006 6/30/2007

MASTER CONTRACT

2006-2007

**SOUTH HAMILTON
COMMUNITY SCHOOL DISTRICT
JEWELL, IOWA**

PREAMBLE

The Board of Directors of the South Hamilton Community School District and the South Hamilton Education Association agree as follows:

ARTICLE I. RECOGNITION

A. UNIT

The Board of Directors of the South Hamilton Community School District recognizes the South Hamilton Education Association as the sole and exclusive negotiating agent for the unit described as follows:

Those included are professional employees, full-time and regular part-time in the following job categories: classroom teacher, K-12, special education teachers, resource room teachers, athletic directors, nurses, vocational agriculture teachers, librarians, special teachers (music, art, physical education, reading), guidance counselors, and department chairpersons.

Those excluded are: Superintendent, business manager, Principals, administrative assistants, elementary supervisors, educational aides, secretaries, clerks, custodians, bus drivers, mechanics, substitute teachers, cooks (supervisors and helpers), and anyone excluded by Section 4 of the Act.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

B. DEFINITIONS

1. The term "Board" as used in this agreement, shall mean the Board of Education of the South Hamilton Community School District (40-6095) in the counties of Hamilton and Boone, State of Iowa, or its duly authorized representatives or agents.
2. The term "employee" as used in this agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this agreement shall mean the South Hamilton Education Association or its duly authorized representatives or agents.

ARTICLE II. GRIEVANCE PROCEDURE

SECTION I.

- A. A Grievance shall mean a complaint that there has been alleged violation, misinterpretation or misapplication of any of the specific provisions of this Master Contract. All time limits herein shall consist of school days except that when a grievance is submitted on or after May 20, time limits shall consist of all weekdays, Monday through Friday.
- B. A grievance may be filed by:
 - 1. A person included in the certified bargaining unit.
 - 2. More than one (1) person, all of whom are included in the certified bargaining unit, filing a group complaint.
 - 3. The Association.

SECTION II.

- A. Every grieving employee covered by this contract shall have the right to present grievances individually and/or jointly with their Association, in accordance with the above terms. However, any public employee may meet and adjust individual complaints with a public employer as provided for in Section 17, Part I of the law.
- B. The failure of a grieving employee to act on a grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grieving employee to proceed to the next step. The time limits may be extended by mutual agreement.
- C. It is agreed that any investigation or other handling or processing of a grievance by the grieving employee shall be conducted so as not to result in interference with or interruption of the instructional program and related work activities of the grieving employee or of the staff. When the employer deems necessary, grievance meetings and conferences may be held during regular employee working hours. The grieving employee whose presence is required shall be excused from his/her regular workday, or necessary part thereof, without loss of pay.

ARTICLE II. GRIEVANCE PROCEDURE (con't.)

SECTION III.

A. LEVEL ONE (Informal - Principal)

An attempt shall be made to resolve the grievance by informal, verbal discussion between the aggrieved employee and his/her Principal.

B. LEVEL TWO (Formal - Principal)

The following shall be used by both parties as a guideline in the preparation of written grievances:

1. A statement of the specific provisions of the agreement alleged to have been violated.
2. The manner in which the provisions are purported to have been violated.
3. The date or dates on which the alleged violation occurred.
4. The specific relief desired.
5. The name or names of the employees submitting the grievance and their signatures.

If the grievance cannot be resolved informally, the grieving employee shall file the grievance in writing and, at a mutually agreed time, discuss the matter with the Principal. The formal written grievance at Level Two shall be delivered to the appropriate Principal within twenty (20) days from the date of occurrence of the event giving rise to the grievance. The Principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days after receipt of grievance.

C. LEVEL THREE (Superintendent)

In the event a grievance has not been satisfactorily resolved at Level Two, the grieving employee shall file, within five (5) days of the Principal's written decision at Level Two, a copy of the grievance with the Superintendent. Within ten (10) days after such grievance is filed, the grieving employee and Superintendent or his/her designee shall meet to solve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) days of the Level Three grievance meeting and communicate it in writing to the grieving employee and the Principal.

ARTICLE II. GRIEVANCE PROCEDURE (con't.)

D. LEVEL FOUR (Arbitration)

If the grievance has not been satisfactorily resolved at the third step, the grieving employee, if he/she wishes to proceed further, shall within five (5) days meet with the Association to discuss the merits of submitting the grievance to arbitration.

If the Association determines that the grievance still continues, it may submit the grievance to arbitration within thirty (30) days from the response in Level Three. If arbitration is called for by the grieving employee and the Association, notice in writing shall be filed with the Superintendent within the time limits prescribed above.

Within ten (10) days after written notice to the Board of submission to arbitration, the Board, the grieving employee and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to obtain a commitment within the specified period, a written request for a list of seven (7) arbitrators shall be made to the American Arbitration Association. Each of the two parties will alternately strike one name at a time from the list until only one shall remain. The party to strike the first name shall be determined by a coin flip. The name remaining shall be the arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the grieving employee and Association and hold hearing so as to issue a decision not later than thirty (30) days from the date of the hearing. The arbitration decision shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issues submitted. The decision of the arbitrator shall be submitted to the Board, and the grieving employee and Association, and shall be final and binding on the parties.

Expenses for arbitration services shall be borne equally by the School District and the Association.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Master Contract. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/they by the School District and the grieving employee, and the arbitration decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Master Contract.

ARTICLE III. EVALUATION PROCEDURES

PROCEDURES

By September 20th of each school year employees will be acquainted by a member of the administrative staff, with the evaluation procedures. Evaluators will provide each teacher with an evaluation packet that outlines the details of this process during the evaluation orientation meeting held at the beginning of the year.

An evaluation process will be followed for beginning teacher, probationary career teachers, and for career teachers.

Evaluation for Tier I Teachers

Beginning in 2002-03, first and second year teachers new to the profession and new to the district, will be evaluated as follows:

The procedures for evaluation will be consistent with those currently established by this agreement. The established district criteria and the Iowa Teaching Standards, as set forth by the Iowa Department of Education as a requirement of the Teacher Quality program, will serve as the criteria for the evaluation of new teachers.

Formal Evaluations: Three formal evaluations will be conducted with each Tier I teacher in year one and two. Two formal evaluations must be conducted prior to February 1. The third observation must be held prior to the required summative evaluation conference (to be completed by May 1). At least one of these observations will include a pre-observation and post-observation conference. Additional formal observation may be conducted at the discretion of the administrator. The pre-and post observation forms are to be completed and be ready for discussion with the administrator at the respective conferences.

One of the formal observations will be of an extended duration. At the elementary level, this is defined as an observation of 2-3 consecutive hours. At the secondary level, this is defined as observing the same class period for 2-3 consecutive days.

Informal observations, including walk-throughs and other unannounced visits may be used at the discretion of the administrator. Informal observations include any and all things that reflect professionalism.

Evaluation for Tier II - Probationary Career Teachers

Probationary Career Teachers will begin their evaluation cycle with a performance review evaluation. At least two (2) formal evaluations will be conducted during their first year in the district. One (1) formal evaluation must be conducted prior to February 1. All additional observations must be held prior to the required summative evaluation conference (to be completed by May 1). At least one of these observations will include a pre-observation and post-observation conference. Additional formal observations may be conducted at the discretion of the administrator. The pre-and post observation forms are to be completed and be ready for discussion with the administrator at the respective conferences.

One of the formal observations will be of an extended duration. At the elementary level, this is defined as an observation of 2-3 consecutive hours. At the secondary level, this is defined as observing the same class period for 2-3 consecutive days.

Informal observations, including walk-throughs and other unannounced visits may be used at the discretion of the administrator. Informal observations include any and all things that reflect professionalism.

A cumulative professional portfolio will be created and maintained by all Tier I and Probationary Career Teachers. This portfolio will reflect the teacher's development and implementation of the skills being learned as part of the district's Mentoring and Induction program (Tier I teachers) and Career Development Plan (Probationary Career Teachers).

Evaluation for Tier II - Career Teachers:

The evaluation process for career teachers is a three-year cycle and includes two components: an individual career development plan and a performance review that will occur at least every three years.

The **Individual Career Development Plan** will be based on the student achievement goals of the building and the school district (CSIP), the Iowa Teaching Standards, and/or the needs of the teacher. The plan will focus on the continuous professional growth of the teacher in order to improve student learning. The Individual Career Development Plan design may include learning activities for one, two, or three-year periods and may be implemented individually or as part of a collaborative team effort. The plan must be approved by the administration, and the administration shall determine if the identified goal was satisfactorily completed. Career teachers will develop a portfolio or other method of documenting and reporting the results of their individual career development plan, as part of a progress report with their administrator or as part of their performance review

Performance Review for career teachers will consist of at least two (2) classroom visits. At least one (1) of the formal visits will be preceded by a pre-evaluation conference. Each formal visit will include a formative classroom evaluation and a post-evaluation conference. The post-evaluation conference shall be made available to the employee within five (5) school days of the formal classroom visit. (Unless extenuating circumstances prevail or the date of the conference is changed by mutual agreement.) An administratively signed copy of the post-evaluation summary shall be given to each employee. On or before the first school day in May the evaluator will give the teacher his/her summative evaluation. Formal evaluations of the employee shall be conducted openly and with full knowledge of the employee.

The employee shall have the right to view the contents of his/her evaluation file. The employee will be notified when anything other than formal evaluation reports or summaries are placed in his/her evaluation file. The employee shall be requested to sign said evaluation forms indicating awareness of the formal evaluation. The employee shall have the right to include, at his/her option, additional evaluation instruments in his/her evaluation file. Each said

instrument shall be identified in this manner: "Placed in _____'s file at his/her request on _____, 20____".

An employee who has been evaluated has the right to grieve that said evaluation is inaccurate, is not based upon the evaluation criteria, or is in violation of the procedures in this article through the grievance procedure as set forth in this agreement.

An arbitrator's review in an evaluation grievance shall be limited to deciding whether the evaluator's rating or statement is arbitrary, capricious, or without basis in fact. An arbitrator's remedy in an evaluation grievance shall be limited to correcting or expunging the contested rating or statement if it is deemed arbitrary, capricious, or without basis in fact.

ARTICLE IV. TRANSFER PROCEDURES

VOLUNTARY TRANSFERS

When a vacancy occurs during the school year, the Superintendent will notify the teachers and the Association by posting notice of the vacancy in each building within ten (10) working days of the Board's decision to fill the vacancy. ***Notice of a vacancy that occurs during the summer months will be posted immediately at the central office and delivered to the Association president.***

Any employee who desires to volunteer for transfer from one building or position to another shall file a written statement of such desire with the Superintendent. Such statement shall be filed within ten (10) working days of the notification and shall include the grade and/or subject and building to which the employee wishes to transfer. Such statements shall expire when the vacancy is filled. The vacancy will be filled based upon the needs of the school district as determined by the employer.

Voluntary requests will be considered by the employer when deciding who will be selected from among current employees and new applicants to fill the vacancy.

If the current employee is not transferred as requested and the vacancy is filled by someone else, the current employee may request and shall be granted a meeting with the employer.

INVOLUNTARY TRANSFERS

An involuntary transfer will be made only when the employer determines it necessary. A meeting between the employee to be transferred and the employer will be held before the involuntary transfer is made. The employee will receive written notice of an involuntary transfer within ten (10) working days of the employer's decision to make that transfer. Nothing in the transfer procedure shall be construed as restricting the employer from exercising its right to temporarily fill any vacancy.

The Board may make emergency assignments and transfers as it deems necessary. The Board or the Association may request an emergency meeting to waive restrictions in Article IV.

ARTICLE V. PROCEDURES FOR STAFF REDUCTION

In the event of budgetary problems, declining enrollment or other reasons, as determined by the Board, the Board shall take whatever action it deems necessary (for example realignment), including, but not limited to, reduction of staff.

The Board shall use the following when planning reduction of staff within categories (K-6 and 7-12):

1. Attrition.
2. Non-degree teachers.
3. Temporarily certificated teachers (this criterion will be exempt if the teacher in question is necessary to maintain a program. If another teacher within the category to be reduced has equal or greater effectiveness and length of service and said teacher would be reduced in lieu of the temporarily certificated teacher, said teacher will be given the option to become temporarily certificated to replace the original temporarily certificated teacher.)
4. Effectiveness of personnel.
5. Length of service in the South Hamilton system.

Length of service in the South Hamilton School shall be determined by the number of years of teaching beginning with the first date of contracted duty. (Part-time employees will be prorated accordingly.) If length of service is equal, the following will be used in the order as listed:

- A. Total years of teaching experience.
- B. Highest earned degree.
- C. Hours earned beyond highest earned degree.
- D. Highest number -- last four digits of social security number.

Employees affected by reduction of staff shall be notified in writing by the Board through its official agent. This notification shall be made in each instance at a time the Board determines it possible to do so. Any action taken by the Board shall be final.

Any employee who is laid off or terminated because of reduction in staff may, at the employee's request, have a statement of such put in his/her personnel file.

ARTICLE V. PROCEDURES FOR STAFF REDUCTION (con't.)

RECALL

1. A teacher on layoff retains recall rights for a period of one (1) year from the 30th of May of the school year when laid off. A teacher shall be recalled in inverse order of layoff to positions for which he/she qualifies.
2. Qualifications shall be determined by certification for all components of a vacant position and by having served in at least a 25 percent teaching load in the subject matters included in the open position during a period of time, which does not exceed the last five (5) years of employment. Management shall not arbitrarily combine an extracurricular assignment with an academic assignment to avoid recall.
3. No new teachers with lesser qualifications than those set forth in subparagraph 2 above shall be hired while a teacher eligible for such open position remains on layoff.
4. After a position has been declared open by advertisement, no involuntary transfer of a teacher may be made into a position for which a teacher on recall has qualified unless said teacher to be involuntarily transferred has qualifications exceeding those of a teacher on layoff status.
5. Teachers with recall rights shall keep the Superintendent apprised of their current mailing address. The District shall promptly notify all teachers with recall rights of all position vacancies, which may occur.
6. A teacher wishing to claim an open position shall express interest in the vacancy by so notifying the Superintendent within twenty (20) calendar days of receipt of the vacancy announcement. Failure to respond within twenty (20) calendar days shall constitute waiver of claim to that particular position.
7. Employees on recall shall maintain, but not accrue, salary schedule placement and sick leave benefits.

ARTICLE VI. HEALTH AND SAFETY MATTERS

A. PHYSICAL EXAMINATIONS

Physical examinations shall be required of all certificated personnel upon their initial appointment. Forms for examinations shall be provided by the school district and the school district shall pay up to \$50 for the cost of the examination or up to \$50 for the portion of the examination not covered by insurance.

Personnel whose physical and/or mental well being may be in doubt in the opinion of the Board shall be required to present satisfactory evidence of fitness to perform contracted duties when requested to do so. When such evidence is required by the Board, the Board will prescribe the extent of the examination desired and will pay the costs of said examination.

B. ASSAULT OF AN EMPLOYEE

A case of physical assault upon an employee, while acting out the discharge of the employee's duties, shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to the employee to advise the employee of his/her rights and obligations with respect to such physical assault, if said employee has acted concurrently with present Board policy and not contrary to law.

When absence arises out of, or from such assault, the employee, at the discretion of the Board shall be granted up to a maximum of ten (10) days leave with pay and no sick leave or personal leave benefits deducted. If the employee must miss more than ten (10) days in connection with said assault, sick leave, personal leave or any other benefits as maintained by the district shall apply. Any employee while disabled from the assault, who receives weekly worker's compensation wage benefits or the school provided disability insurance while at the same time receiving full pay in accordance with the ten (10) days specified above, shall reimburse the South Hamilton Community School District for said amount over the employee's contracted pay.

ARTICLE VII. WORK YEAR AND HOLIDAYS

A. IN-SCHOOL WORK YEAR

1. Regular Contract

Employees on a regular school year contract shall be contracted to perform duties for 191 1/2 days, five of which shall be paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

2. The potential addition of professional development days is addressed as follows:

If mandated by legislative action, the District and the Association will agree to add the equivalent of two days (by whatever method the District chooses) to the next year's calendar. If, during the next legislative session, there is additional money allocated for the two days, the parties will meet and bargain about how to distribute the money. If no additional money is allocated, the parties agree to add the equivalent of two days for professional development to comply with the Teacher Quality Act, not to exceed 191.5 days as indicated in the master contract.

ARTICLE VIII. EMPLOYEE HOURS

A. REGULAR SCHOOL DAY

The Board shall have the discretion of determining the basic workday, which shall be eight (8) hours, except as otherwise designated in this agreement.

On Fridays, days preceding holiday vacations and emergency dismissal days the employee's day shall end following departure of school buses. The exception to the above would be late start or early dismissal in-service days.

In the event of an emergency late start, teachers shall report to work thirty (30) minutes prior to the time students are required to be in attendance.

On contract days when, because of bad weather or other emergency closings, students are not required to be present, the employee need not be present. Make-up days shall be scheduled by the Board and shall be assigned work contract days.

Part-time employees shall report and leave at times specified by their building Principals.

B. BREAK TIME

Teachers shall be provided a break/prep time during the *student day at the respective buildings* of forty (40) or more consecutive minutes each day, with the exception of revised schedules. Elementary break/prep time shall be at least 30 consecutive minutes each day.

C. MEETINGS

1. Faculty and Others

Employees shall be required to remain after or come before the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings not more than two (2) days each month. Such meetings shall begin no earlier than thirty (30) minutes prior to the regular workday and shall run for no more than thirty (30) minutes after the regular workday. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which employee attendance is not required at school, except in the case of an emergency meeting called at the discretion of the Principal.

2. Notice and Agenda

The notice and agenda for scheduled faculty meetings shall be given to the employee's involved via the employee's building mailbox at least two (2) days prior to the scheduled meetings, except in the case of an emergency meeting called at the discretion of the Principal.

D. DUTY FREE LUNCH

There shall be a minimum duty free lunch period of thirty (30) minutes during the workday between the hours of 10:50 a.m. and 1:00 p.m. for all employees, except when assigned to supervisory duties. Such supervisory duties shall not be assigned more than 20% of the contract days in the school year. (The 20% restriction on supervisory duties shall apply only to duties that interfere with duty free lunchtime.)

ARTICLE IX. LEAVES OF ABSENCE

A. ACCUMULATIVE BENEFITS FOR SICK LEAVE

Public School employees are granted leave of absence for personal illness or injury with full pay in the following minimum amounts:

1. The first year of employment 15 days
2. The second year of employment 15 days
3. The third year of employment 15 days
4. The fourth year of employment 15 days
5. The fifth year of employment 15 days
6. The sixth year and subsequent year of employment 15 days

The above amounts shall apply only to consecutive years of employment in the South Hamilton Community School District and unused portions shall be cumulative to a total of ninety days plus fifteen (15) days allowable for the ensuing year. The School Board shall, in each instance, require such reasonable evidence, as it may desire confirming the necessity for such leave of absence.

B. FORESEEABLE MEDICAL DISABILITIES

1. When an employee can foresee that he/she will be temporarily disabled the following shall apply: The employee shall notify the Superintendent as soon as he/she foresees that he/she will have a medical disability.
2. The employee's physician will determine when the employee's physical condition is such that he/she should begin sick leave. This notification will be submitted by the physician in writing to the Superintendent. The employee's physician will also determine when the employee's physical condition is such that he/she may return to work. This notification will be submitted by the physician in writing to the Superintendent. If any doubts exist, the Superintendent may contact the employee's physician directly.
3. It is the responsibility of the employee to assure that proper notification, as outlined above, is on file in the Superintendent's office, and sick leave will not be granted nor will the employee be permitted to return to work until such notification from the physician has been received.

ARTICLE IX. LEAVES OF ABSENCE (con't.)

C. PAID LEAVES OF ABSENCE

Employees may be entitled to the following temporary, accumulative leaves of absence with full pay subject to the approvals as stated in each section below:

1. Personal and Personal Business

A. Two (2) days of PERSONAL leave shall be granted, without loss of pay. This leave shall be for personal reasons as determined by the employee.

B. In addition, the following limitations are placed upon the use of PERSONAL days:

- Personal days may be allowed during the first or last week of the employee contract year, but not on days when students are in the classroom. No personal leave will be granted on a Monday or Friday of a full in-service day.
- Requests for personal leave must be submitted in writing on the appropriate forms to the immediate supervisor no less than two (2) days in advance of the leave requested. The two (2) day filing limitation may be waived in an emergency situation.

2. Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding during school hours shall be provided the time required to perform said service. The difference between the employee's contractual salary and the compensation received for such duty or appearances shall be paid.

The above shall apply only to the employee's contracted work days and/or hours. State law allows for teachers to be excused from jury duty. Code 607.2

3. Professional Leave

Teachers shall be given three (3) days a year for professional leave, subject to approval of the Principal and the Superintendent. Request in writing must be made to the building Principal for his/her approval and signature at least three (3) days prior to the date of absence.

Professional meetings or conferences where attendance is requested by the administration shall not be subject to the provisions above

4. Bereavement

Up to five (5) days leave per occurrence, subject to the approval of the Principal, shall be granted upon request in the event of a death in the immediate family of the employee. Said immediate family shall be limited to the following relatives: parent, child, wife, husband, brother, sister, in-laws, or any member of the household of the employee. In-laws shall be interpreted as: mother, father, brother, sister, son, and/or daughter-in-law.

One (1) day of leave per occurrence may be granted at the Principal's discretion for the death of an employee's or employees spouse's grandparents, grandchildren, nieces, nephews, aunts, and uncles.

5. Critical Family Illness

The Principal and/or Superintendent reserves the right to grant additional days, up to four (4) per occurrence, for critical illness in the immediate family--said immediate family being those listed in Part 4 of this Article. Said days leave shall be with full pay but each shall be deducted from the employee's available sick leave. Should no sick leave be available, the employee shall be required to pay the cost of a substitute.

5A. Family Illness

Teachers shall be granted leave not to exceed three (3) days per year for illness in the immediate family--said immediate family being children and spouse of the employee. Said days leave shall be with full pay but each shall be deducted from the employee's available sick leave.

6. Association Leave

The Association shall be granted up to a total of four (4) days for Association related business only. These four days, if used, will not count against an individual's personal leave. Approval of the Principal should be obtained in advance. Said days shall be applicable to Section 7 of this article.

7. Combined Leaves

No more than three (3) combined leaves (leaves #1, 2, 3, or 6) per 7-12 building and three (3) combined leaves (#1, 2, 3, and 6) per elementary building shall be permitted in any one day except with the approval of the Superintendent or his/her designated representative. Requests will be treated on a first come, first serve basis.

8. All leaves shall be prorated on the basis of one (1) hour units based on the eight (8) hour day.

ARTICLE IX. LEAVES OF ABSENCE (con't.)

D. EXTENDED UNPAID LEAVE OF ABSENCE

1. Personal Illness

An employee who is unable to work because of personal illness, medical disability, or injury and who has exhausted all available sick leave may, subject to Board approval, be granted a leave of absence without pay for a period not to exceed six (6) calendar months from the time that the employee's sick leave benefits were depleted. Such request will be in writing from the employee and shall be accompanied by a physician's statement verifying the disabling condition. The Board, if leave is granted, agrees to continue the individual's fringe benefits provided by this agreement for the duration of said leave at the individual employee's expense.

2. Extended Leave - Critical Family Illness or Bereavement

An employee who is unable to work because of a critical illness, injury, or death of a member of his/her immediate family - said immediate family being those listed in Part C-4 of this Article, and who has exhausted all personal, bereavement, and critical family illness leave available, may, subject to Board approval, be granted a leave of absence not to exceed three (3) months. Such request shall be in writing and filed with the Board. The Board agrees to continue the individual's fringe benefits provided by this agreement for the duration of said leave at the individual employee's expense.

3. Educational Sabbatical Leave

Any non-probationary teacher who wishes to pursue a higher degree or an education related opportunity may be granted a one-year leave of absence without pay, subject to the approval of the superintendent. Upon return from sabbatical: (1) the teacher shall advance to the next vertical step on the salary schedule; (2) advancement for additional education shall be granted at that time; (3) the teacher shall be returned to their formal teaching position and assignment. All rights and privileges, under the Master Contract, shall be retained during the leave.

E. Paid Leaves

1. A leave of absence for more than two days, without pay, may be granted if approved in advance by the board of education. The superintendent may approve one or two days of leave without pay. All other applicable leaves must have been exhausted to request leave without pay.

ARTICLE X. DUES CHECKOFF

A. AUTHORIZATION

An employee who is a member of the South Hamilton Education Association, or who has applied for said membership, may sign and deliver to the Board an assignment authorizing dues check off of Association dues. Such authorization shall be made in writing prior to October 1 of each year.

B. REGULAR CHECKOFF

Pursuant to a check off authorization, the Board shall deduct one-eighth (1/8) of total dues from the regular salary check of the employee each month for eight (8) months, beginning in October and ending in May of each year.

C. TERMINATION

Any employee who terminates employment prior to January shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made thereof.

D. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues check off.

E. TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly deduction for Association dues following each regular pay period.

ARTICLE XI. INSURANCES

A. HEALTH, ACCIDENT AND MAJOR MEDICAL

1. Participation

The payment of contract insurance benefits shall be limited to those employees who work nine (9) months and at least fifteen (15) hours per week.

Employee eligibility shall also be based on insurance carrier eligibility requirements, and employees working less than fifteen (15) hours per week will not be eligible.

Each employee shall choose between receiving the maximum salary set forth on the salary schedule in the form of salary or a salary reduced by the amount of premium for family coverage health, accident-major medical insurance. An employee who elects to have the district pay the premium for family coverage shall be paid a salary reduced by the amount of such premium. The reduction will be made at the time the new rates become effective. This benefit will continue as long as legal according to IRS rules.

2. Description

Employees covered by this contract shall be protected by a health, accident, and major medical plan that conforms to the above participation provisions, and to the insurance coverage provisions according to the Master Insurance Contract in effect on the date this contract is ratified.

If participation in any one of the plans offered is not sufficient enough to guarantee a group rating, the Board will be liable only for the single rate of the most expensive group plan. (Not community rates.)

ARTICLE XI. INSURANCES (con't.)

B. DISABILITY

1. Participation

The District shall provide a long-term group disability plan for full-time employees covered by the Master Contract. A full-time employee shall be defined (for the purpose of disability insurance coverage) as an employee who works nine (9) months or more a year and who works a minimum of twenty (20) hours per week.

2. Description

Employees covered by this contract shall be protected by a long-term disability insurance plan that conforms to the above participation provisions, and to the insurance coverage provisions according to the Master Insurance Contract in effect on the date this contract is ratified.

C. PROVISIONS

1. The District provided insurance programs for eligible employees shall be for twelve (12) consecutive months including the summer months through August 31 unless otherwise provided for. Employees new to the District shall be covered by Board provided insurances beginning September 1 of the year of initial employment or upon the date of employment during the year.

It shall be the responsibility of the employee to see that proper forms are timely filed.

D. ANNUITIES

Employees, at their own expense, may participate in a tax-sheltered annuity. Sign-up times or adjustments to existing annuities may be made in September, January, and April. In the event of an emergency the annuity can be stopped and not reinstated until the next sign-up period. Employees shall be responsible for providing proper and complete information on the company/companies.

ARTICLE XII. WAGES AND SUPPLEMENTAL PAY

A. SCHEDULE

Salaries of employees covered by the regular salary schedule are set forth in Schedule 12A, which is attached hereto and made a part thereof. Supplemental pay for employees is set forth in Schedule 12B, which is attached hereto and made a part thereof.

B1. CREDIT FOR EXPERIENCE (Teaching)

1. Employees coming into the system without a prior individual teaching contract with an approved school district shall be placed on Step 0.
2. Employees coming into the system with a prior individual teaching experience (contract) with an approved school district/districts shall receive credit for up to a maximum of twelve (12) years of teaching experience for the B.A. lanes and a maximum of fifteen (15) years of teaching experience for the M.A. lanes. A year of service shall consist of employment in an approved school district for ninety (90) contract days or more in one school year.

B2. CREDIT FOR EXPERIENCE (Extracurricular Activities Schedule)

1. Persons coming into the district holding a coaching authorization but no teaching certificate and with no prior experience shall be placed on Step 0 for computing extracurricular salaries in accordance with Schedule 12B.
2. Persons as described in B2-1 above with prior experience shall be placed on the appropriate B.A. Step for computing extracurricular salaries in accordance with Schedule 12B.

A year of experience shall be construed as having performed the extracurricular assignment while under contract in an approved school district.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the salary schedule for each year of service until the maximum for their educational classification is reached. A year of service shall consist of employment in the South Hamilton Community School District for ninety (90) contract days or more in one school year.

ARTICLE XII. WAGES AND SUPPLEMENTAL PAY (con't.)

2. Educational Lanes

Any change of training level on the salary schedule must be made as of September 1 of a given school year. (Application for the change of level and salary shall be made through the office of the Superintendent with the approval of the Board of Education.) For an employee to advance from one educational lane to another, he/she will file evidence (transcript or statement from an authorized college official) of additional educational credit with the Superintendent no later than fifteen (15) days after the beginning of each school year. An employee changing lanes shall move horizontally to the appropriate lane and down no more than one step vertically if such step exists on the new training lane. All work above a B.A. degree must be work toward an M.A. degree or work that is approved by the Superintendent of Schools before credit can be given on the salary schedule.

D. METHOD OF PAYMENT

1. Pay Periods

Employees shall be paid in twelve (12) equal installments on the 20th of each month. The Board reserves the right to pay all of an employee's summer checks in advance. Employees shall have the option of having direct deposits made to their banking institutions.

2. Exceptions

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paycheck on the last previous working day.

3. Summer Checks

Summer checks, or other than for summer school teachers, shall be mailed to the address designated by the employee.

4. Professional Development Reimbursement

Employees shall be paid \$20 per hour for professional development contracts. If the total contracted amount for the month is \$300 or more, the employee may request in writing to the Superintendent that the contracted amount be paid in a separate check. If said request is timely filed, payment shall be made by a separate check

ARTICLE XII. WAGES AND SUPPLEMENTAL PAY (con't.)

E. EXTENDED CONTRACT RATES

The salary schedule is based upon the 191 1/2 day school work year. Contracts for employees who are contracted beyond said 191 1/2 days shall be dealt with individually by the Board for those extended days. The employee shall be paid on a per diem basis for the days in excess of the 191 1/2 regular contract days. The rate per day shall be determined on the basis of the employee's 191 1/2 day contract.

Extracurricular duties, Professional Development duties, and other non-individual contract duties performed during the summer months shall not be subject to the above per diem language.

F. TEACHER COVERAGE

Teachers who are asked by the principal to cover a class for an absent teacher during a time available beyond their break/prep* time will do so with no pay. However, if teachers voluntarily agree to use break/prep* time, they shall be paid at the rate of \$15 per 40 minutes. (*Referred to in Article VIII, Section B.)

G. SCHOOL NURSE

The school nurse shall be paid in accordance with the nurse's salary schedule.

H. STUDENT TEACHERS, SUPERVISION OF

Any employee supervising student teachers shall receive any funds paid to the District by the college or university sponsoring the student teacher. (Funds must be for the expressed reasons listed above - supervising student teachers.)

I. ADMISSION TO ACTIVITIES

Employees and their spouse shall be admitted free to all school sponsored activities. (State sponsored tournaments do not apply.) Single employees are entitled to bring in one guest free of charge.

In return for the free admittance, employees shall be assigned to work (ticket taking, selling, etc.) up to a maximum of three activities as assigned by the Principal or his/her designee.

ARTICLE XII. WAGES AND SUPPLEMENTAL PAY (con't.)

J. Placement on Schedule 12A and 12B.

A. Placement of personnel coming into system:

Any new employee hired shall be placed on the equivalent step of the salary schedule as bargaining unit members having the same experience. (Consistent with Article XII, B1, and B2)

B. Phase I and II dollars are included in the schedule.

**SOUTH HAMILTON
COMMUNITY SCHOOL
SCHEDULE 12A
2006-2007**

	B.A.		B.A.+15		B.A.+30		M.A.		M.A.+15		Step
0	1.00	26,550	1.05	27,878	1.10	29,205	1.15	30,533	1.20	31,860	0
1	1.04	27,612	1.09	28,940	1.14	30,267	1.19	31,595	1.24	32,922	1
2	1.08	28,674	1.13	30,002	1.18	31,329	1.23	32,657	1.28	33,984	2
3	1.12	29,736	1.17	31,064	1.22	32,391	1.27	33,719	1.32	35,046	3
4	1.16	30,798	1.21	32,126	1.26	33,453	1.31	34,781	1.36	36,108	4
5	1.20	31,860	1.25	33,188	1.30	34,515	1.35	35,843	1.40	37,170	5
6	1.24	32,922	1.29	34,250	1.34	35,577	1.39	36,905	1.44	38,232	6
7	1.28	33,984	1.33	35,312	1.38	36,639	1.43	37,967	1.48	39,294	7
8	1.32	35,046	1.37	36,374	1.42	37,701	1.47	39,029	1.52	40,356	8
9	1.36	36,108	1.41	37,436	1.46	38,763	1.51	40,091	1.56	41,418	9
10	1.40	37,170	1.45	38,498	1.50	39,825	1.55	41,153	1.60	42,480	10
11	1.44	38,232	1.49	39,560	1.54	40,887	1.59	42,215	1.64	43,542	11
12	1.48	39,294	1.53	40,622	1.58	41,949	1.63	43,277	1.68	44,604	12
13							1.67	44,339	1.72	45,666	13
14							1.71	45,401	1.76	46,728	14
15							1.75	46,463	1.80	47,790	15
	0.04		0.04		0.04		0.04		0.04		

3% career increments after one year at bottom step. Increments figured on B.A. base salary (Step 0).

Career increments do NOT figure in supplemental pay.

The career increment payment shall be prorated in accordance to the teacher's F.T.E.

SCHEDULE 12B
EXTRACURRICULAR ACTIVITIES FOR 2006-2007
SCHEDULE OF PERCENTAGES
PERCENTAGES BASED ON EMPLOYEE'S STEP ON B.A. LEVEL
MAXIMUM B.A. LEVEL TO BE STEP 10

			<u>Musical</u>	<u>Variety</u>
Athletic Director	11.2	Hamilton Holidays		
Wrestling, Total Varsity *	14.7	Vocal Music	5.0	3.5
Wrestling, Head	11.2	Instrumental	5.0	3.5
Wrestling, Assistant	8.0	Dramatics	5.0	3.5
Wrestling, 7th & 8th	6.0	Art Work	5.0	3.5
Basketball, Head Boys	11.2	Director	2.0	2.0
Basketball, Assistant Boys	8.0	High School Plays		5.0
Basketball, 9th Boys	6.0	High School Plays, Assistant		2.0
Basketball, 7th & 8th Boys (each)	6.0	Student Council Sponsor (3) (each)		1.5
Basketball, Head Girls	11.2	Junior Class Sponsor (2) (each)		1.0
Basketball, Assistant Girls	8.0	Adult Education		3.5
Basketball, 9th Girls	6.0	Athletic Chaperone (if needed)		2.0
Basketball, 7th & 8th Girls (each)	6.0	School Yearbook Advisor (2) (each)		7.0
Football, Head	11.2	FFA Sponsor		10.0
Football, Assistant (each)	8.0	Speech Director - Large Group		5.0
Football, 7th & 8th Head	6.0	Speech Director - Small Group		3.0
Football, Assistant 7th & 8th **	6.0	Speech, Assistant - Large Group		3.0
Baseball, Varsity	10.0	Speech, Assistant - Small Group		2.0
Baseball, Assistant	7.0	Cheer Coach-HS Football		6.0
Baseball, 7th & 8th	5.0	Cheer Coach-HS Basketball		6.0
Softball, Head (Summer)	10.0	Cheer Coach-HS Wrestling		6.0
Softball, Assistant (Summer)	7.0	MS Cheer Coach-Football		2.0
Softball, 7th & 8th (Summer)	5.0	MS Cheer Coach-Basketball		2.0
Track, Head Boys	9.0	MS Cheer Coach-Wrestling		2.0
Track, 7-12 Boys & Girls Assistant	4.5	Dance Team Coach		6.0
Track, 7th & 8th Boys	4.5	Intramurals		1.0
Track, Head Girls	9.0	MS/HS Vocal Music Stipend		10.0
Track, 7th & 8th Girls	4.5	Elementary Music Stipend		6.0
Volleyball, Head	10.0	Instrumental Music:		
Volleyball, Assistant Varsity	7.0	High School, Summer 6 weeks		7.5
Volleyball, 7-12 Assistant	5.5	Middle School, Summer 6 weekw		7.5
Volleyball, 7th & 8th	4.5	High School Stipend		11.0
Volleyball, Assistant 7th & 8th	3.5	(Includes Pep Band)		
Cross Country (one only)*	10.0	Middle School Stipend		6.5
Cross Country (head)	9.0	Pep Bus Chaperone		\$30/trip
Cross Country, 7th & 8th	4.5	Fitness Room Supervision		\$10/hour
Golf, Head Girls	6.5	Contests, Bees, Bowls		\$75/each
Golf, Head Boys	6.5	(with Adm. Approval)		
		Driver Education (summer)		\$195/student

* Used only if one man or woman heads the total program. (No assistants would be hired.)

** To be assigned to both varsity and/or 7th & 8th by head coach.

The Board reserves the right to not fill the assistant positions if number of participants so warrant.

If an employee is assigned to one of the above listed activities, he/she shall be paid at the above listed rates.

The Board reserves the right either not to fill or to eliminate an above listed activity or activities.

New activities shall not be added without approval from the association.

Mileage - Approved trips involving the employee's own car will be reimbursed at \$.365/mile. Trips should be approved in advance by the school administration. School owned vehicles may be used only when approved in advance by the administration.

Bus Driving - Extracurricular personnel shall not be required to have a school bus driver's license or to drive a school bus as a part of their extracurricular duties.

**SCHEDULE 12A
NURSE'S SCHEDULE**

Base - same as teacher base

	<u>R. N.</u>	<u>Degree</u>
Step 0	1.00	1.00
Step 1	1.02	1.04
Step 2	1.04	1.08
Step 3	1.06	1.12
Step 4	1.08	1.16
Step 5	1.10	1.20

ARTICLE XIII. STAFF DEVELOPMENT COMMITTEE

The District and the Teacher Association will work together in formulating a staff development plan for the District. Input will be from various groups such as the Phase III Committee, Collaborative Planning groups, At-Risk, and other school/community groups. The Districts' Curriculum Director will be responsible for coordinating staff development.

ARTICLE XIV.
THE CONTRACT: INVALIDATION, NOTICES, ALTERATION, DURATION

A. INVALIDATION

If any provision of this Agreement shall be held invalid or unenforceable under applicable laws, the remaining provisions shall remain in full force and effect. The Board and Association agree to immediately negotiate a substitute for such invalidated provision.

B. NOTICES

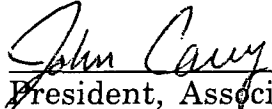
Any notices to be given hereunder shall be by certified mail addressed as follows:

To the District:	Lyle Schwartz, Superintendent South Hamilton Community School Jewell, Iowa 50130
To the Association:	John Carey, President South Hamilton Education Association Jewell, Iowa 50130

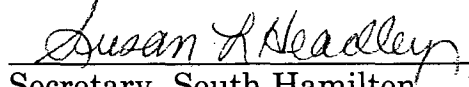
DURATION

This Master Contract shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

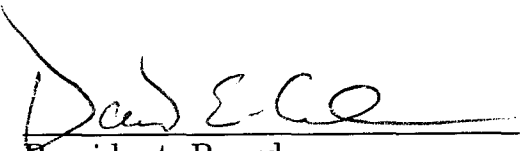
This agreement is executed and agreed upon this 12th day of June, 2006.



President, Association



Secretary, South Hamilton
Education Association



President, Board



Secretary, South Hamilton
School District